

THIS AGREEMENT is made December 21, 1981, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION (the "State"), and ROBERT FUQUA and IRENE FUQUA, n/w (the "Property Owners").

WHEREAS, in order to prevent the movement of livestock onto U.S. Highway 93 (Wickenburg-Kingman Highway), both parties find that the installation of a fence on land of the Property Owners will best serve the public safety, convenience and necessity; and

WHEREAS, both parties wish to set forth their respective responsibilities relative to the installation and maintenance of said fence.

NOW, THEREFORE, it is mutually understood and agreed as follows:

1. At its own cost, the State shall construct a fence approximately 150 feet in length along a line 15.00 feet southerly of the Property Owners' northerly property line.

2. The Property Owners for the consideration of ONE AND NO/100 DOLLAR (\$1.00) AND OTHER VALUABLE CONSIDERATION do hereby grant to the State an easement for use by its agents and contractors under the State's direction for the construction of said fence over that certain real property described as that portion of the West half of the Northeast quarter of the Northwest quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 27, Township 16 North, Range 13 West, Gila and Salt River Meridian, Mohave County, Arizona, as shown in red on the plat attached hereto and made a part hereof. It is further understood and agreed that this easement shall expire and terminate thirty (30) days after completion of construction of said fence.

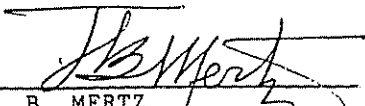
3. In consideration of item #1 above, the Property Owners shall, at their own cost, maintain said fence. The Property Owners further agree to perform all necessary repair work in a timely manner so as to not allow any condition to exist which would be a hazard or source of danger to the traveling public using said U.S. Highway 93.

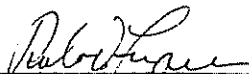
4. The Property Owners assume the responsibility and all liability for any damage to any personal property or injury to any person or persons while using said highway, caused by or arising out of the Property Owners' failure to properly maintain said fence. In the event that both parties are negligent, each party shall have the right of contribution against the other.


5. The terms of this agreement, except as otherwise specified, shall be perpetual.

IN WITNESS WHEREOF, this agreement is signed the date first written above.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF
TRANSPORTATION


J. B. MERTZ
Chief Deputy State Engineer


ROBERT FUQUA


IRENE FUQUA

NOTARY CERTIFICATION

STATE OF ARIZONA
COUNTY OF MOHAVE

)
) ss.
)

The foregoing instrument was acknowledged before me this
11 day of December, 1981, by William Ernie Masten
and Helen Edna Masten

In Witness Whereof, I have set my hand and official seal.
Commission Expires:
24, 1982

W. B. Sutter
NOTARY PUBLIC

STATE OF ARIZONA
COUNTY OF MARICOPA

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) ss.
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The foregoing instrument was acknowledged before me this
11 day of December, 1981, by J. B. Mertz, known to
be the Chief Deputy State Engineer of the Arizona Department of
Water Conservation.

In Witness Whereof, I have set my hand and official seal.
Commission Expires:
24, 1982

Janette Sutter
NOTARY PUBLIC